

**POWER OF ATTORNEY BY ASSIGNEE TO EXCLUSION OF INVENTOR
UNDER 37 C.F.R. § 3.71 WITH REVOCATION OF PRIOR POWERS**

The undersigned ASSIGNEE of the entire interest in:

☒ U.S. Patent No. **6,896,682**, issued on **May 24, 2005** entitled "**METHOD AND SYSTEM FOR INTERNAL LIGATION OF TUBULAR STRUCTURES**"

☐ U.S. Application No. _____, filed on _____ entitled "_____"

hereby appoints all Shay Glenn LLP attorneys registered to practice before the United States Patent and Trademark Office, as associated with:

Customer No. 66854

to prosecute this application and transact all business in the United States Patent and Trademark Office in connection therewith and hereby revokes all prior powers of attorney; said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. § 3.71.

STATEMENT PURSUANT TO 37 C.F.R. § 3.73(b)

The following evidentiary documents establish a chain of title from the original owner to the Assignee:

(complete one of the following)

- ☐ a copy of an Assignment attached hereto, which Assignment has been (or is herewith) forwarded to the Patent and Trademark Office for recording; or
- ☒ the Assignment, from **Scott B. McClellan, Patricia M. Moulis, Annette M. L. McClellan, Thomas G. Taylor, David L. Wells** to **InVectus Biomedical, Inc.**, recorded on **July 12, 2011** at reel **026580**, frame **0733**, pursuant to 37 C.F.R. § 3.11.

Pursuant to 37 C.F.R. § 3.73(b) the undersigned Assignee hereby states that evidentiary documents have been reviewed and hereby certifies that, to the best of ASSIGNEE's knowledge and belief, the entire right, title and interest is in the identified ASSIGNEE.

CHANGE OF CORRESPONDENCE ADDRESS

Direct all correspondence and telephone calls to:

Name	W. Benjamin Glenn					
Address	Shay Glenn LLP					
Address	2755 Campus Drive, Suite 210					
City	San Mateo	State	CA	Zip	94403	Customer No.: 66854
Country	USA	Telephone	650.212.1700	Fax	650.212.7562	

The undersigned is authorized and empowered to act on behalf of said Assignee.

ASSIGNEE: InVectus Biomedical, Inc.

Name:

ANETTE M. McCLELLAN

Signature:

[Signature]

Title:

CEO

Date:

7/16/2011

:SHAY GLENN LLP COMPANY:2755 CAMPUS DRIVE, SUITE 210

RECEIVED

JUL 13 2011

SHAY GLENN LLP



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JULY 13, 2011

PTAS

SHAY GLENN LLP
2755 CAMPUS DRIVE, SUITE 210
SAN MATEO, CA 94403

501592500

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 07/12/2011

REEL/FRAME: 026580/0733
NUMBER OF PAGES: 7BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).
DOCKET NUMBER: 11419-700.200

ASSIGNOR:

MCCLELLAN, SCOTT B.

DOC DATE: 07/02/2011

ASSIGNOR:

MOULIS, PATRICIA M.

DOC DATE: 07/07/2011

ASSIGNOR:

MCCLELLAN, ANNETTE M. L.

DOC DATE: 07/02/2011

ASSIGNOR:

TAYLOR, THOMAS G.

DOC DATE: 07/05/2011

ASSIGNOR:

WELLS, DAVID L.

DOC DATE: 07/05/2011

:SHAY GLENN LLP COMPANY:2755 CAMPUS DRIVE, SUITE 210

026580/0733 PAGE 2

ASSIGNEE:

INVECTUS BIOMEDICAL, INC.
1920 ROFFE ROAD
PARK CITY, UTAH 84098

APPLICATION NUMBER: 09712408

FILING DATE: 11/14/2000

PATENT NUMBER: 6896682

ISSUE DATE: 05/24/2005

TITLE: METHOD AND SYSTEM FOR INTERNAL LIGATION OF TUBULAR
STRUCTURES

ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

:SHAY GLENN LLP COMPANY:2755 CAMPUS DRIVE, SUITE 210

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.107/12/2011
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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Scott B. McClellan</td><td>07/02/2011</td></tr><tr><td>Patricia M. Moulis</td><td>07/07/2011</td></tr><tr><td>Annette M. L. McClellan</td><td>07/02/2011</td></tr><tr><td>Thomas G. Taylor</td><td>07/05/2011</td></tr><tr><td>David L. Wells</td><td>07/05/2011</td></tr></tbody></table>		Name	Execution Date	Scott B. McClellan	07/02/2011	Patricia M. Moulis	07/07/2011	Annette M. L. McClellan	07/02/2011	Thomas G. Taylor	07/05/2011	David L. Wells	07/05/2011
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Thomas G. Taylor	07/05/2011												
David L. Wells	07/05/2011												
RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>InVectus Biomedical, Inc.</td></tr><tr><td>Street Address:</td><td>1920 Roffe Road</td></tr><tr><td>City:</td><td>Park City</td></tr><tr><td>State/Country:</td><td>UTAH</td></tr><tr><td>Postal Code:</td><td>84098</td></tr></table>		Name:	InVectus Biomedical, Inc.	Street Address:	1920 Roffe Road	City:	Park City	State/Country:	UTAH	Postal Code:	84098		
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PROPERTY NUMBERS Total: 1													
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Patent Number:</td><td>6896682</td></tr></tbody></table>		Property Type	Number	Patent Number:	6896682								
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CORRESPONDENCE DATA													
Fax Number: (650)212-7562 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone: (650) 212-1700													
Email: info@shayglenn.com													
Correspondent Name: Shay Glenn LLP													
Address Line 1: 2755 Campus Drive, Suite 210													
Address Line 4: San Mateo, CALIFORNIA 94403													
ATTORNEY DOCKET NUMBER:	11419-700.200												
NAME OF SUBMITTER:	Mary Buggie												
Total Attachments: 5													

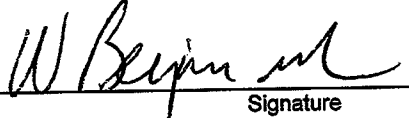
CH \$40.00 6896682

:SHAY GLENN LLP COMPANY:2755 CAMPUS DRIVE, SUITE 210

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RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name of conveying party(ies): (1) Scott B. McClellan (2) Patricia M. Moulis (3) Annette M. L. McClellan (4) Thomas G. Taylor (5) David L. Wells Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: InVectus Biomedical, Inc. 1920 Roffe Road Park City, UT 84098	
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other EXECUTION DATE(S): (1) 07/02/11, (2) 07/07/11, (3) 07/02/11, (4) 07/05/11, (5) 07/05/11		Name and address of receiving party(ies): Name: Street Address: City: State: Zip: Country: Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is:			
A. Patent Application No.(s) – Title:		B. Patent No.(s) - 6,896,682	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: W. Benjamin Glenn Shay Glenn LLP 2755 Campus Drive, Suite 210 San Mateo, CA 94403		6. Total number of applications and patents involved: <u>1</u>	
		7. Total fee (37 CFR 3.41): \$40.00 <input type="checkbox"/> A check is enclosed that includes the total fee. <input checked="" type="checkbox"/> Charge the \$40 fee to Deposit Account 50-4050.	
DO NOT USE THIS SPACE			
8. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> W. Benjamin Glenn, Reg. No. 44,713 Name of Person Signing Signature  Date <u>7/12/11</u> Total number of pages including cover sheet, attachments, and documents: 5			

**CONTINGENT ASSIGNMENT OF PATENT
APPLICATION**

Docket Number: 11419-700.200

This Contingent Assignment of Patent Application is between: **Scott B. McClellan** of Park City, UT; **Patricia M. Moulis** of Ann Arbor, MI; **Annette M. L. McClellan** of Park City, UT; **Thomas G. Taylor** of Salt Lake City, UT; and **David L. Wells** of Toronto, Canada (hereinafter referred to as "Inventor") and **InVectus Biomedical, Inc.**, a corporation of the State of Utah, having a place of business at 1920 Roffe Road, Park City, UT, 84098 (hereinafter termed "Assignee").

WHEREAS Inventor has invented certain new and useful improvements in:

"METHOD AND SYSTEM FOR INTERNAL LIGATION OF TUBULAR STRUCTURES"

for which United States Patent Application, Serial No. 09/712,408, was filed on November 14, 2000 and from which United States Patent was issued on **May 24, 2005**, Patent No. **6,896,682**.

WHEREAS, Assignee is of the view that it previously acquired the entire right, title and interest in and to said patent, said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

WHEREAS, if and to the extent Inventor possesses any residual right, title, and/or interest to said invention or application, Inventor is desirous of assigning any and all such residual right, title, and/or interest, whether now existing or arising in the future, to the Assignee.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. If and to the extent Inventor possesses any residual right, title, and/or interest to said invention or application, said Inventor does hereby sell, assign, transfer and convey unto said Assignee the entirety of any such right, title and interest, whether now existing or arising in the future (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include without limitation (X) execution of any additional version of this Contingent Assignment of Patent Application after the date hereof at such time as the Assignee may request and (Y) prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of the said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contest, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

**CONTINGENT ASSIGNMENT OF PATENT
APPLICATION****Docket Number: 11419-700.200**

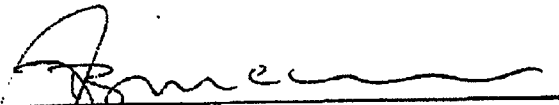
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor hereby acknowledges the receipt of \$20 from Assignee as consideration for all obligations contemplated and performed, or to be performed, by the Inventor under this Contingent Assignment of Patent Application.

IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee:

7/2/2011
Date


Scott B. McClellan

7/7/2011
Date


Patricia M. Moulis

7/2/2011
Date


Annette M. L. McClellan

Date

Thomas G. Taylor

Date

David L. Wells

**CONTINGENT ASSIGNMENT OF PATENT
APPLICATION**

Docket Number: 11,419,700.200

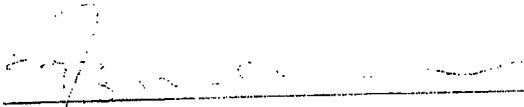
3 The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.

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IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee.


Date


Scott B. McClellan

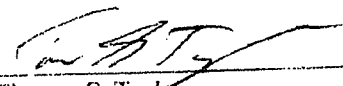
Date

Patricia M. Moulis

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Date


Thomas G. Taylor

Date

David L. Wells

**CONTINGENT ASSIGNMENT OF PATENT
APPLICATION**

Docket Number: 11419-700.200

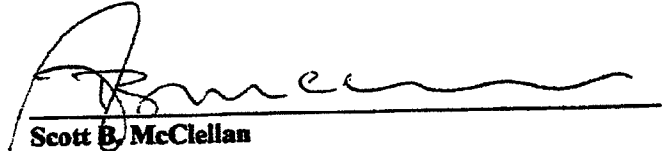
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7/2/2011
Date


Scott B. McClellan

Date

Patricia M. Moulis

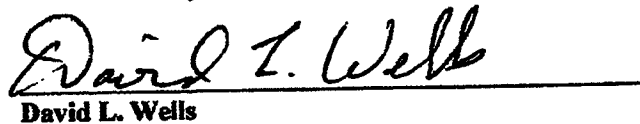
7/2/2011
Date


Annette M. L. McClellan

Date

Thomas G. Taylor

7/5/2011
Date


David L. Wells